

Agenda Item Form

Districts Affected: All Dept. Head/Contact Information: R. William Torgerson/ Daisy Esparza (Ext. 4057) Type of Agenda Item: Resolution ☐ Staffing Table Changes ☐Board Appointments ☐Tax Refunds]Donations Tax Installment Agreements Item Placed by Citizen RFP/ BID/ Best Value Procurement ☐Budget Transfer ☐Introduction of Ordinance Application for Facility Use Bldg. Permits/Inspection ☐ Interlocal Agreements ☐ Contract/Lease Agreement ☐ Grant Application Other ____ **Funding Source:** ☐General Fund Grant (duration of funds: Months) Other Source: USER FEE Legal: Attorney Assigned (please scroll down): Lupe Cuellar □ Approved □ Legal Review Required Denied Timeline Priority: ☐High ⊠Medium □Low | # of days:____ Why is this item necessary: Necessary to permit contract employees to perform duties outlined in contracts. Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: Maintenance and operating expenditures are nil. Statutory or Citizen Concerns: Demands and needs are met. Departmental Concerns:

Agenda Date: 3/23/2004

mission, objectives and functions.

Approval or employee contractor contracts will enable Parks/Aquatics Department to meet it's

JUENTALOS MIGUO YTIO GC 8 MA 81 MAN

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to execute the following INDEPENDENT CONTRACTOR contracts on behalf of the PARKS AND RECREATION DEPARTMENT. Funding for these contracts is in fiscal year 2003/2004 appropriations to be approved by the City Council.

AQUATICS DEPARTMENT

DEPARTMENT ID: 51010281, ACCOUNT 501011

1. CONTRACTOR: Jesus Barraza, Swim Meet Equipment

DATES:

June 1, 2004 through August 31, 2004

RATE PER CL: **MAXIMUM AMT:** \$50.00 \$400.00

CONTRACT:

2003/2004-108

MULTIPURPOSE CENTER

DEPARTMENT ID: 51510032, ACCOUNT 502214

CONTRACTOR: 2.

Monica Esqueda, Aerobic Instructor

DATES:

March 24, 2004 through August 31, 2004

RATE PER CL:

\$10.00

MAXIMUM AMT:

\$880.00

CONTRACT:

2003/2004-109

CONTRACTOR: 3.

Rebecca Grado, Kickboxing Instructor

DATES:

March 24, 2004 through August 31, 2004

RATE PER CL:

\$9.00

MAXIMUM AMT:

\$540.00

CONTRACT:

2003/2004-110

CONTRACTOR: 4.

Marcela Macias, Folklorico Instructor

DATES:

March 24, 2004 through August 31, 2004

RATE PER CL:

\$10.00

MAXIMUM AMT:

\$880.00

CONTRACT:

2003/2004-111

SAN JUAN RECREATION CENTER

DEPARTMENT ID: 51510123, ACCOUNT 502214

5. CONTRACTOR: Joe V. Hernandez, Scorekeeper

DATES:

March 24, 2004 through August 31, 2004

RATE PER CL:

\$8.00 \$736.00

MAXIMUM AMT: CONTRACT:

2003/2004-112

CONTRACTOR: 6.

Sheree Lankford, Ballet Instructor

DATES:

March 24, 2004 through August 31, 2004

RATE PER CL:

\$8.00 \$1152.00

MAXIMUM AMT: CONTRACT:

2003/2004-113

APPROVED this 23 rd	day of <u>March</u> , 2004.
	THE CITY OF EL PASO
	THE CITY OF LET ACC
ATTEST:	
	Joe Wardy Mayor
Richarda Duffy Momsen City Clerk	
APPROVED AS TO FORM:	ARPROVED AS TO CONTENT:
	Chille In N 2 m
Guadalupe Cuellar	Dr. R. William Torgerson, Acting Director
Deputy City Attorney	Parks & Recreation Department

DEPARTMENT ID: 51010281

CLASS: FUND: PROJECT

51151 16303 P500203

STATE OF TEXAS

COUNTY OF EL PASO

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and ________, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. <u>SCOPE OF EMPLOYMENT</u> The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:

 SWIM MEET EQUIPMENT OPERATOR
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning JUNE 1, 2004 and be completed by <u>AUGUST 31, 2004</u>.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid a total fee not to exceed a maximum of \$\frac{\$\\$400.00}{\$\\$00.00}\$. The fee shall be paid at a rate of \$\frac{\$50.00}{\$\\$50.00}\$ per meet class/game for a maximum of $\frac{eight}{$\$00.00}$ classes/games. The City will provide no fringe benefits. Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

CONTRACT NO:

- Wille
Elfaso
COTWOO
Parks & Recreation

8. <u>NOTICE</u> Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY:	Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: _ Addres P	JESUS BARRAZA	<u>:X</u> :90:
Shoul	9. TERMINATION Either party nother party of the intention to terrid the City have cause to terminated immediated.	minate this contract, cate this agreement or	or at any time r if Contracto	by mutual agreement of the par or is in breach of this contract,	ties. the
covera	10. NO INSURANCE PROVIDED and ent contractor, he/she has not buge regularly covered by the City of at he/she will secure similar coverages of any kind.	een provided with Wor of El Paso Parks and F	rker's Compe Recreation D	nsation Insurance or other insura epartment to its regular employe	nce ees;
that he	11. COSTS AND EQUIPMENT C equipment and support costs ince/she will be responsible for suppers to be provided.	curred in performing	the contracte	ed services. Contractor also agre	ees
	12. <u>CONTINGENCY</u> This agreen N/A participants, and a max or of participants is not reached, t	imum of N/A	participa	ants. In the event that the minim	
	IN WITNESS WHEREOF the part		s agreement	in El Paso, Texas on this	
	day of		Y OF EL PAS	O, TEXAS	
ATTES	Т:				
		Joe	Wardy, Mayor	T	
Richard City Cle	a Duffy Momsen rk	col	NTRACTOR:	Ban_	
APPRO	VED AS TO FORM:	API	PROVED AS 1	O CONTENT:	
	ipe Cuellar City Attorney	Par	ks & Recreation	on Director	

DEPARTMENT ID: 51510033 CLASS: 51030

STATE OF TEXAS

INDEPENDENT CONTRACT FOR **PERSONAL SERVICES** PARKS AND RECREATION

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Monica 25gueda referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: INSTRUCT PM STEP ACROBICS CLASSES
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning and be completed by 8/31/04.
- Contractor's pay shall be proportionately adjusted in the event that all services described above are not performed. Contractor agrees that at no time will he/she make a claim against the City for more than the amount provided under the terms of this contract. Contractor also understands that taxes will not be withheld from the Contractor's payment, and consequently, Contractor assumes all liability for payment of taxes on his/her earnings.
- 4. LOCATION OF PERFORMANCE The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. COMPLETE AGREEMENT This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

CONTRACT NO:

8. NOTICE Any notices required under the Receipt Requested, postage prepaid, to the follow	is contract shall be sufficient if sent by Certified Mail, Return ving address:
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	Addres: SS: Phone.
to the other party of the intention to terminate this Should the City have cause to terminate this a	nate this contract without cause after 10 days written notice is contract, or at any time by mutual agreement of the parties. greement or if Contractor is in breach of this contract, the notification to the contractor of the cause for termination.
independent contractor, he/she has not been provice coverage regularly covered by the City of El Paso	ctor specifically acknowledges that, in his/her capacity as an ded with Worker's Compensation Insurance or other insurance Parks and Recreation Department to its regular employees; to protect his/her interest in the event of any personal injuries
travel, equipment and support costs incurred in	r understands that he/she is responsible for all overhead, performing the contracted services. Contractor also agrees equipment and instrumentalities necessary to carry out the
12. <u>CONTINGENCY</u> This agreement is co of participants, and a maximum of number of participants is not reached, this agree	ntingent upon paid registration for the program of a minimum participants. In the event that the minimum ement shall be null and void.
IN WITNESS WHEREOF the parties have	executed this agreement in El Paso, Texas on this
day of ,	•
	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk	CONTRACTOR:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Guadalupe Cuellar	Parks & Recreation Director
Deputy City Attorney	Program Coordinator Superintendent Administrative Analyst

DEPARTMENT ID: 51510033

CLASS: 51030 FUND: 16325

STATE OF TEXAS

) Elfason

Parks & Remarker

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INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

FUND: 16375 PROJECT: \$500 みる

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and keloco corporation hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: INSTAVCT KICKBOXING CL-ASSES
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning and be completed by $\frac{8/3/04}{}$.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

EHASO Pode & Roccation

CONTRACT NO:

8. NOTICE Any notices required	d under this contract shall be sufficient if sent	t by Certified Mail, Return
Receipt Requested, postage prepaid, to	the following address:	1
CITY: Mayor, City of El Paso, Texas	CONTRACTOR: Name: #EBE	COA GRADO
2 Civic Center Plaza	Addres	<u> </u>
El Paso, Texas 79901-1163	Se Se	
	Phc	
to the other party of the intention to terr Should the City have cause to termina	nay terminate this contract without cause affi minate this contract, or at any time by mutual ate this agreement or if Contractor is in bre tely upon notification to the contractor of t	l agreement of the parties each of this contract, the
independent contractor, he/she has not b coverage regularly covered by the City o	Contractor specifically acknowledges that, een provided with Worker's Compensation Ins if El Paso Parks and Recreation Department age so as to protect his/her interest in the eve	surance or other insurance to its regular employees
travel, equipment and support costs inc	ontractor understands that he/she is respondered in performing the contracted services olying all equipment and instrumentalities ne	s. Contractor also agrees
of participants, and a maxinumber of participants is not reached, t	nent is contingent upon paid registration for the imum of participants. In the his agreement shall be null and void.	ne program of a minimum e event that the minimum
IN WITNESS WHEREOF the parti	ies have executed this agreement in El Paso,	Texas on this
day of	1	
	CITY OF EL PASO, TEXAS	
ATTEST:		
AITEST.		
	Joe Wardy, Mayor	
Richarda Duffy Momsen	CØNTRACTOR:	2
City Clerk	CONTRACTOR.) / 1
APPROVED AS TO FORM:		/9/M/040
AFFROVED AS TO FORM.	APPROVED AS TO CONTEN	l T : /
	K. Willay	YLOM
Suadalupe Cuellar	Parks & Recreation Director	77
Deputy City Attorney		
	Program Condinator	
	Supermendent	

DEPARTMENT ID: \$1510033

CLASS: 5/030

STATE OF TEXAS

) Elfason

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

FUND: 14325 PROJECT: \$500325

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and work a witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:

 1. IME OF PERFORMANCE The services of Contractor are to be performed beginning.
- 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning 3/34/04 and be completed by \$\frac{9}{3}\sqrt{04}\$.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

EHASO Paris & Recuelles

CONTRACT NO:

	under this contract shall be sufficient if sent by Certified Mail, Return
Receipt Requested, postage prepaid, to the	\mathcal{M}
CITY: Mayor, City of El Paso, Texas	CONTRACTOR: Name: 1 10 COLA 1 1 a CI OC
2 Civic Center Plaza	Address.
El Paso, Texas 79901-1163	Phc
to the other party of the intention to termi Should the City have cause to terminate	by terminate this contract without cause after 10 days written notice nate this contract, or at any time by mutual agreement of the parties e this agreement or if Contractor is in breach of this contract, the ly upon notification to the contractor of the cause for termination.
independent contractor, he/she has not bee coverage regularly covered by the City of	Contractor specifically acknowledges that, in his/her capacity as an en provided with Worker's Compensation Insurance or other insurance El Paso Parks and Recreation Department to its regular employees; ge so as to protect his/her interest in the event of any personal injuries
travel, equipment and support costs incu	ntractor understands that he/she is responsible for all overhead, irred in performing the contracted services. Contractor also agrees ring all equipment and instrumentalities necessary to carry out the
	ent is contingent upon paid registration for the program of a minimum num of participants. In the event that the minimum is agreement shall be null and void.
IN WITNESS WHEREOF the partie	s have executed this agreement in El Paso, Texas on this
day of	<u> </u>
	CITY OF EL PASO, TEXAS
	• • • • • • • • • • • • • • • • • • •
ATTEST:	
	Joe Wardy, Mayor
D. J. D. #. N.	
Richarda Duffy Momsen City Clerk	CONTRACTOR:
Oily Oldin	infacción infacions
APPROVED AS TO FORM:	APPROVED AS TO CONTENT
	1 5/1/ Azi, 9) () 11
	- Mayam LOVA
Guadalupe Cuellar	Parks & Recreation Director
Deputy City Attorney	
	Program Condinator
	Superintendent

DEPARTMENT ID: 5/5/0123

CLASS:5/06/ FUND: /63/3

STATE OF TEXAS

) Elfasor Park 1 2 mars

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

PROJECT: P500213

COUNTY OF EL PASO

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>JOE V. HERNANDEZ</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. <u>SCOPE OF EMPLOYMENT</u> The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:
- 2. TIME OF PERFORMANCE The services of Contractor are to be performed beginning MARCH 24, 2004 and be completed by August 31, 2004.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

EHASO-Parks & Recording

CONTRACT NO:

8. <u>NOTICE</u> Any notices r Receipt Requested, postage pre	equired under this contract shall be sufficient if sent by Certified Mail, Return paid, to the following address:
CITY: Mayor, City of El Paso, Te 2 Civic Center Plaza El Paso, Texas 79901-116	Add
	Pho
to the other party of the intentior Should the City have cause to	party may terminate this contract without cause after 10 days written notice to terminate this contract, or at any time by mutual agreement of the parties terminate this agreement or if Contractor is in breach of this contract, the mediately upon notification to the contractor of the cause for termination
independent contractor, he/she had coverage regularly covered by the	DVIDED Contractor specifically acknowledges that, in his/her capacity as an us not been provided with Worker's Compensation Insurance or other insurance of City of El Paso Parks and Recreation Department to its regular employees recoverage so as to protect his/her interest in the event of any personal injuries
travel, equipment and support co	IENT Contractor understands that he/she is responsible for all overhead osts incurred in performing the contracted services. Contractor also agrees or supplying all equipment and instrumentalities necessary to carry out the
of N/A participants, and	agreement is contingent upon paid registration for the program of a minimum a maximum of $\cancel{N/\Theta}$ participants. In the event that the minimum ched, this agreement shall be null and void.
IN WITNESS WHEREOF t	he parties have executed this agreement in El Paso, Texas on this
	CITY OF EL PASO, TEXAS
ATTEST:	
	Joe Wardy, Mayor
Richarda Duffy Momsen	CONTRACTOR:
City Clerk	La VIII and
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	- Julia (,) M
Guadalupe Cuellar	Parke & Recreation Director
Deputy City Attorney	De diamental Son all
	Program Coordinator
	Le Company of the Com
	Superintendent
	Administration Andrew
	Administrative Analyst

DEPARTMENT ID: 5/5/0/23 CLASS: 5/06/ FUND: 10/3/3 PROJECT: 05/00/2/3

STATE OF TEXAS

COUNTY OF EL PASO

INDEPENDENT CONTRACT FOR
PERSONAL SERVICES
PARKS AND RECREATION

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>Sherre LANKFORD</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

- 1. <u>SCOPE OF EMPLOYMENT</u> The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services:
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning March 24, 2004 and be completed by <u>August 31, 2004</u>.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

EHASO-Pools & Recuelies

CONTRACT NO:

8. <u>NOTICE</u> Any notices required Receipt Requested, postage prepaid, to t	-
CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR: Name: SHEREE LANKFORD Addres Phr
to the other party of the intention to term Should the City have cause to terminat	ay terminate this contract without cause after 10 days written notice inate this contract, or at any time by mutual agreement of the parties. e this agreement or if Contractor is in breach of this contract, the ely upon notification to the contractor of the cause for termination.
independent contractor, he/she has not be coverage regularly covered by the City of	Contractor specifically acknowledges that, in his/her capacity as an en provided with Worker's Compensation Insurance or other insurance El Paso Parks and Recreation Department to its regular employees; ge so as to protect his/her interest in the event of any personal injuries
travel, equipment and support costs incu	ntractor understands that he/she is responsible for all overhead, arred in performing the contracted services. Contractor also agrees ying all equipment and instrumentalities necessary to carry out the
of participants, and a maximumber of participants is not reached, the	ent is contingent upon paid registration for the program of a minimum num of participants. In the event that the minimum is agreement shall be null and void.
IN WITNESS WHEREOF the partie	es have executed this agreement in El Paso, Texas on this
ATTEST:	CITY OF EL PASO, TEXAS
	Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk	CONTRACTOR:
APPROVED AS TO FORM:	APPROYED AS TO CONTENT:
Sundaluna Cuallar	Books & Books Size stay
Guadalupe Cuellar Deputy City Attorney	Parks & Recreation Director
	Coronica ATTYLO
	Program Goordinator
	Superintendent()
	man